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GREENWOOD COUNTY SC  
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01-04-2008 At 03:56 pm.  
RESTRICTION 17.00  
Book 1083 Page 257 - 267

Instrument Book Page  
200800000161 1083 257

STATE OF SOUTH CAROLINA )  
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 )  
COUNTY OF GREENWOOD ) **AMENDMENT OF DECLARATION OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS, LIENS  
AND CHARGES OF GRAND HARBOR**

THIS AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, LIENS AND CHARGES OF GRAND HARBOR (the "Amendment") is made on the 4 day of JANUARY 2008 by SCN GROUP GREENWOOD, LLC, a South Carolina limited liability company (the "Declarant") and the GRAND HARBOR HOMEOWNERS ASSOCIATION, INC., a South Carolina non-profit corporation (the "Association").

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Office of the Clerk of Court for Greenwood County, (the "Official Records") in Deed Book 587 at Page 320 and re-recorded in Deed Book 591 at Page 318 (the "Declaration"); and

WHEREAS, Declarant recorded that certain Supplemental Declaration and Statement of Protective Covenants, Restrictions, Easements, Liens and Charges of Grand Harbor - Phase II in the Official Records in Deed Book 664 at Page 73; and

WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 664 at Page 75; and

WHEREAS, Declarant recorded that certain Supplemental Declaration and Statement of Protective Covenants, Restrictions, and Conditions Imposed upon Grand Harbor Subdivision Phase III and Phase IV in the Official Records in Deed Book 716 at Page 305; and

WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 837 at Page 123; and

WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 897 at Page 177; and

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WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 897 at Page 199; and

WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 939 at Page 221; and

WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 939 at Page 226; and

WHEREAS, Declarant recorded that certain Supplemental Declaration and Statement of Protective Covenants, Restrictions and Conditions Imposed upon Phase VII and the Remainder of Grand Harbor Subdivision in the Official Records in Deed Book 971 at Page 310; and

WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 1083 at Page 248; and

WHEREAS, pursuant to Section 5, Article X of the Declaration, the Declaration may be amended by a vote of the cumulative total of three-fourths (3/4) of the Class A plus Class B member votes; and

WHEREAS, pursuant to a duly called meeting of the Association on November 3, 2007, the required cumulative total of three-fourths (3/4) of the Class A plus Class B members voted to approve amending the Declaration as provided in this Amendment.

NOW, THEREFORE, the Declaration is hereby amended as provided below.

1. The above recitals are incorporated herein and made a part hereof.
2. A new Section 15 is hereby inserted in Article I of the Declaration as follows:

“Section 15. “Amenities Tracts” or “Amenities Tract” shall mean and refer to those certain tracts of real property more particularly described on Exhibit “B” attached hereto.”

3. Section 2.e., Article III of the Declaration, as amended, is deleted and the following substituted therefore:

“e. The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving or repairing the Common Area and to execute and deliver a mortgage on the Common Area; however, a

decision to borrow money and deliver a mortgage must be assented to by the cumulative total of two-thirds (2/3) of the Class "A" members voting in person, by proxy or authorized electronic means."

4. Section 2.h., Article III of the Declaration, as amended, is deleted and the following substituted therefore:

"h. The right of the Association to enact Rules and Regulations to govern the use of the Common Area as approved by the cumulative total of two-thirds (2/3) of the Class "A" members voting in person, by proxy or authorized electronic means."

5. A new Section 3 is added to Article IV as follows:

Section 3. Electronic Communications. The Association may make use of computers, the internet, and expanding technology to facilitate community interaction and encourage participation in Association activities. For example, the Association may create and maintain a community internet or internet home page, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and occupants to interact and participate in Association sponsored activities. To the extent South Carolina law permits, and unless otherwise specifically prohibited herein or in the Bylaws, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means. If notices and voting (with authentication) are allowed by electronic means, such notices and votes shall be deemed made as if in person, via U.S. Mail, physical posting, telephone, proxy, telegraph, facsimile or other traditionally accepted forms of notice communication and voting. All references to electronic deliveries and all other electronic communication shall only be allowed if authorized by the Association.

6. Section 3(b), Article V of the Declaration, as amended, is deleted and the following substituted therefore:

"At least thirty (30) days before the Association's annual meeting or the beginning of each fiscal year, whichever occurs first, the Board shall prepare and deliver to each Owner a copy of the detailed budget covering the estimated Common Expenses and the amount of the General Assessment for the following year."

7. Section 3(c), Article V of the Declaration, as amended, is deleted and the following substituted therefore:

"The budget and General Assessment for the following year shall automatically become effective unless disapproved at a duly called meeting by the majority of Owners voting in person, by proxy or authorized electronic means."

8. Section 3(e), Article V of the Declaration, as amended, is deleted and the following substituted therefore:

"(e) The owner(s) of the Amenities Tracts shall pay to the Association assessments in accordance with the following terms and schedule:

(i) Commencing on January 1, 2008, the owner(s) of the Amenities Tracts shall pay to the Association the equivalent of the then current General Assessments for nineteen (19) Lots with Units for each Amenities Tract;

(ii) Commencing on January 1 of the subsequent year after the owner(s) of the Amenities Tracts have issued one hundred (100) full golf equity memberships at the Grand Harbor Golf and Yacht Club, the owner(s) of the Amenities Tracts shall pay to the Association the equivalent of the then General Assessments for thirty (30) Lots with Units for each Amenities Tract;

(iii) Commencing on January 1 of the subsequent year after the owner(s) of the Amenities Tracts have issued one hundred fifty (150) full golf equity memberships at the Grand Harbor Golf and Yacht Club, the owner(s) of the Amenities Tracts shall pay to the Association the equivalent of the then General Assessments for forty-five (45) Lots with Units for each Amenities Tract; and

(iv) Commencing on January 1, 2011, regardless of the number of full golf equity memberships issued by the owner(s) of the Amenities Tracts, the owner(s) of the Amenities Tracts shall pay to the Association the equivalent of the then General Assessments for forty-five (45) Lots with Units for each Amenities Tract.

The purpose of the assessments to be paid by the owner(s) of the Amenities Tracts is to ensure said owner(s) contribute their equitable share of the Property's costs for Common Area maintenance, landscaping, security and to contribute to the reserves for the common area utilized by said Owner(s) and its guests, licensees, employees, and members. The Association may only use the assessments paid by the owner(s) of the Amenities Tracts for the purposes provided in this Section 3(e) unless otherwise agreed to in writing by such owner(s) which may be withheld or denied for any reason.

The owner(s) of the Amenities Tracts reserve the right to maintain and/or repair any portion of the Common Areas utilized by or for the benefit of said owner(s), its guests, licensees, employees or members and charge the Association for any expense related thereto in the event the Association fails or refuses to reasonably maintain or repair the Common Areas.

The assessments to be paid by the owner(s) of the Amenities Tracts shall be paid in the same manner as the Owners pay the General Assessments.

9. The first two sentences in Section 4, Article V of the Declaration, as amended, are deleted and the following substituted therefore:

“Section 4. Special Assessments. In addition to other authorized assessments, the Board may levy Special Assessments from time to time to cover unbudgeted expenses, expenses in excess of those budgeted, expenses necessary due to emergency situations (ie- acts of God, tornados, hurricanes, ice storms, etc...) or any other purposes as determined by the Board not to exceed ten percent (10%) of the then current General Assessment provided, however, that the Board may only levy such an assessment (not to exceed ten percent (10%) of the then current General Assessment) one (1) time in any given fiscal year of the Association for expenses in excess of those budgeted. Any Special Assessment in excess of ten percent (10%) of the then current General Assessment must be approved by a majority vote of the Class “A” members in the Association voting in person, by proxy or authorized electronic means at a meeting duly called for such purpose.”

10. Section 6, Article V of the Declaration is deleted and the following substituted therefore:

“Section 6. Notice Under Sections 3, 4 and 5 of Article V. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4 or 5 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members or proxies entitled to cast fifty percent (50%) of the total Class “A” votes shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum for the subsequent meeting shall be the presence of members or proxies entitled to cast twenty-five percent (25%) of the total Class “A” votes. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.”

11. A new Section 8 is hereby inserted in Article X of the Declaration as follows:

**"Section 8. Easements for Amenities Tracts. Declarant reserves for the benefit of the owner(s) of the Amenities Tracts the following non-exclusive, perpetual, appurtenant easements which shall benefit the Amenities Tracts:**

(a) Every Unit, the Common Areas and any property adjacent to any Amenities Tract are burdened with an easement permitting golf balls unintentionally to come upon such Common Areas, Units or property and for golfers at reasonable times and in a reasonable manner to come upon the Common Areas, property, or the exterior portions of a Unit to retrieve errant golf balls; provided, however, if any Unit is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from any activity on the Amenities Tracts, including but not limited to, any errant golf balls or the exercise of this easement: the Declarant, or any successor Declarant; the Association or its Members (in their capacity as such); the owner(s) of the Amenities Tracts or their successors, successors-in-title, or assigns; any officer, director, Board member, manager or partner of any of the foregoing, or any officer, member, manager, Board member or director of any partner of the foregoing.

(b) The owner(s) of the Amenities Tracts, their respective successors and assigns, shall have a perpetual, exclusive easement of access over the Property for the purpose of retrieving golf balls from bodies of water within the Common Areas, if any, lying reasonably within range of golf balls hit from any golf course within such Amenities Tracts.

(c) The owner(s) of any Amenities Tract within or adjacent to any portion of the Property, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Areas reasonably necessary to the operation, maintenance, repair and replacement of the Amenities Tract or any improvements constructed thereon.

(d) There is hereby established for the benefit of the owner(s) of the Amenities Tracts and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within the Property reasonably necessary to travel between the entrance to the Property and the Amenities Tracts and over those portions of the Property (whether Common Areas or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of any improvements located on the Amenities Tracts. Without limiting the generality of the foregoing, members of the Grand Harbor Golf and Yacht Club (or its successor(s)) and guests and invitees

of said club shall have the right to park their vehicles on the roadways located within the Property at reasonable times before, during, and after special events, tournaments and other similar functions held by or at the Amenities Tracts to the extent that the Amenities Tracts have insufficient parking to accommodate such vehicles.

(e) Any portion of the Property immediately adjacent to the Amenities Tracts are hereby burdened with a non-exclusive easement in favor of the adjacent Amenities Tracts for overspray of water from the irrigation system serving the Amenities Tracts. Under no circumstances shall the Association or owner(s) of the Amenities Tracts be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(f) The Declarant hereby reserves for itself, its successors and assigns, and may assign to the owner(s) of the Amenities Tracts, an easement and all rights to draw water from the lakes, lagoons and ponds within or adjacent to the Property for purposes of irrigation of the Amenities Tracts and for access to and the right to enter upon the lakes, lagoons and ponds within or adjacent to the Property, if any, for installation and maintenance of any irrigation systems. The Declarant further reserves for the Association the right to draw water from the Amenities Tracts irrigations system for purposes of irrigation of the Common Areas provided, however, that the owner(s) of the Amenities Tracts may charge or pass through to the Association the Association's pro rata share of any charges incurred by the owner(s) of the Amenities Tracts from any public or regulatory agency for water use for the irrigation systems.

(g) Each Owner of a Unit adjacent to the Amenities Tracts hereby acknowledges the nature of the easements contained in this Section and any nuisances incidental to the maintenance, operation, and use of, in particular, any golf course.

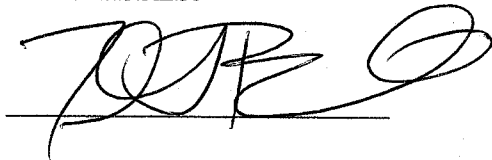
12. The third sentence in Section 5, Article X of the Declaration, as amended, is deleted and the following substituted therefore:

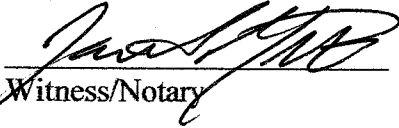
"This Declaration may be amended by a vote of the cumulative total of two-thirds (2/3) of the Class A members voting in person, by proxy or authorized electronic means at a meeting duly called for such purpose."

13. All the terms and conditions of the Declaration, as amended, are hereby ratified and confirmed by Declarant and the Association and are made applicable to the property described in Exhibit "A" attached hereto and incorporated herein.

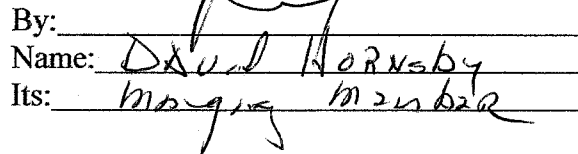
IN WITNESS WHEREOF, Declarant and the Association have executed this Amendment as of the date first written above.

WITNESSES:



  
Witness/Notary

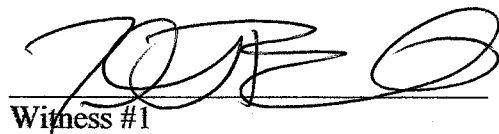
SCN GROUP GREENWOOD, LLC, a  
South Carolina limited liability company

By:   
Name: David Hornsby  
Its: Managing Member

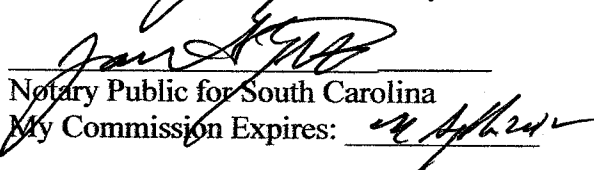
STATE OF SOUTH CAROLINA )  
COUNTY OF GREENWOOD )

PROBATE

PERSONALLY appeared before me the undersigned witness, who on oath, says that he/she saw the within named SCN Group Greenwood, LLC by David Hornsby, its Managing Member, sign the within written instrument, and that he/she with the other witness above, witnessed the execution thereof.

  
Witness #1

SWORN to before me this  
7 day of June, 2007.

  
Notary Public for South Carolina  
My Commission Expires: 12/31/2010



IN WITNESS WHEREOF, Declarant and the Association have executed this Amendment as of the date first written above.

WITNESSES:

GRAND HARBOR HOMEOWNERS ASSOCIATION, INC., a South Carolina non-profit corporation

[Signature]  
Witness

By: [Signature]  
Name: Timothy J. Burke  
Its: President

[Signature]  
Witness/Notary

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENWOOD )

PROBATE

PERSONALLY appeared before me the undersigned witness, who on oath, says that he/she saw the within named Grand Harbor Homeowners Association, Inc., by \_\_\_\_\_, its \_\_\_\_\_, sign the within written instrument, and that he/she with the other witness above, witnessed the execution thereof.

[Signature]  
Witness #1

SWORN to before me this  
4 day of January, 2008.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 26/1/2012

Exhibit A

All that certain piece, parcel or lot of land lying, situate and being in the County of Greenwood, State of South Carolina being known as the **Grand Harbor subdivision** in the County of Greenwood, State of South Carolina conveyed to SCN Group-Greenwood, LLC by deed of John S. Abney, dated April 3, 1999 and recorded May 4, 1999 in Deed Book 570, at Page 175, and re-recorded in Deed Book 572, at Page 78; also that property conveyed to SCN Group-Greenwood, LLC by deed of Michael Burdette recorded September 17, 2001 in Deed Book 691, at Page 84 in the Office of the Clerk of Court for Greenwood County.

Exhibit B  
"Amenity Parcel"

**PARCEL 1:** All that certain piece, parcel or lot of land lying, situate and being in the County of Greenwood, State of South Carolina being located in the Grand Harbor subdivision of the County of Greenwood, State of South Carolina containing 4.51 acres, more or less, and more particularly described and designated as "Yacht Club Parcel" on plat of Davis & Floyd of date March 7, 2001, and last revised April 11, 2002, the same admitted to record in the Office of the Clerk of Court for Greenwood County in Plat Book 117, at Page 27, and the same which is incorporated herein by reference; and,

**PARCEL 2:** All that certain piece, parcel or lot of land lying, situate and being in the County of Greenwood, State of South Carolina being located in the Grand Harbor subdivision of the County of Greenwood, State of South Carolina and sharing a common boundary line with PARCEL 1, being more specifically described as being bounded on the north by the 50 foot right of way known as Grand Harbor Boulevard, on the east by the "Yacht Club Parcel", on the south by Lake Greenwood, on the southwest by lots 133 to 140 (inclusive), on the west by lots 131 and 132, and on the northwest by the 50 foot right of way known as Arsenal Drive, being more particularly illustrated on plat of Davis & Floyd of date March 7, 2001, and last revised April 11, 2002, the same admitted to record in the Office of the Clerk of Court for Greenwood County in Plat Book 117, at Page 27, and the same which is incorporated herein by reference

This is a portion of the same identical property conveyed to SCN Group Greenwood, LLC by deed of John S. Abney, Jr. of date May 12, 1999, heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Deed Book 572 at Page 28.

Tax Map Sheet:7806-841-367 (combined result of Parcel 1 and Parcel 2 creating a 7.38 ac. +/-)